

LEASE AGREEMENT - RENEWAL

This Lease Agreement, sublease agreement, is made this ____ day of _____, 2014 between City of Columbus Redevelopment Commission, ("Lessor", "SubLessor") having its principal place of business located at 123 Washington Street, Columbus, Indiana, and Maiani Restaurant Group, Inc., d/b/a Bistro 310 ("Lessee"), a limited liability company organized under the laws of the State of Indiana having its principal place of business at 211 Newsom Avenue, Columbus, Indiana.

RECITALS

A. On October 7, 2008 Maiani Restaurant Group, LLC d/b/a Bistro 310 (Maiani) entered into a lease with Columbus Downtown, Inc., a not-for-profit development company which was owned and operated by the City of Columbus, Indiana.

B. The 2009 lease provided Maiani with a three thousand seven hundred and seventy four (3,774) square foot space located at 310 Fourth Street, Columbus, IN, located on Fourth Street on the ground floor of a parking garage owned and operated by the City of Columbus Redevelopment Commission.

C. The general terms of the 2009 lease were a five (5) year term, ~~operation of a restaurant, defined store hours, and monthly rent of two thousand dollars (\$2,000.00) per month along with a percentage of gross sales over and above six hundred thousand dollars (\$600,000.00) as additional rent.~~

D. Columbus Downtown, Inc. was dissolved on March 13, 2013 and the leases and assets were assigned to the City of Columbus Redevelopment Commission.

E. Said lease terminated on December 31, 2013.

F. Timely notice of intent to renew was issued and received pursuant to Section Fourteen of the October 7, 2008 Lease.

G. The Redevelopment Commission has found and concluded by way of a public meeting that Maiani Restaurant Group, Inc., d/b/a Bistro 310, is a valuable restaurant asset to the City of Columbus downtown area and that entry into a renewal of the 2008 lease is proper and appropriate.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this agreement (Hereinafter "Lease" or "Lease Agreement"), the parties agree as follows:

SECTION ONE **DESCRIPTION OF PREMISES**

Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor, certain premises consisting of approximately Three Thousand Seven Hundred and Seventy-Four (3,774) square feet located in Columbus, Indiana

(hereinafter the "demised premises," "premises," or "property"). The retail space is depicted on Exhibit A. (attached hereto)

SECTION TWO

PURPOSE

A. Lessee shall use the demised premises for the exclusive purpose of operating a full service restaurant. Lessee may not change the use of the premises without the Lessor's written approval and shall continually operate the restaurant during the hours of at least 11:00 a.m. to 9:00 p.m., (six) 6 days a week, Monday through Saturday. Lessee shall be open on Sunday from 11:00 a.m. to 2:00 p.m. for brunch and provide a business plan to stay open 11:00 a.m. to 7:00 p.m. thereafter, unless economics dictate otherwise. Failure to open and operate shall be a default of the lease. Lessee shall abide by all rules and regulations of the Lessor.

B. Lessee shall comply with all governmental regulations, federal, state, County of Bartholomew and City of Columbus, affecting the operation of the demised premises.

SECTION THREE

RESTRICTIONS ON USE

~~A. Lessee shall not conduct any activity that is unlawful,~~
hazardous, or that would increase the premiums for liability insurance on the demised premises.

B. All advertising material that is to be affixed to the exterior portions of the building by Lessee shall be submitted to Lessor for approval prior to installation, and all material installed shall be removed by Lessee on surrender of the demised premises. All signage shall conform to the State and Local zoning standards and regulations and any restrictions that may exist for the building, site, City of Columbus, IN downtown building's standards, restrictions or county building standards. Lessee shall furnish the signage as part of its Lessee Allowance.

SECTION FOUR

RESERVATIONS BY LESSOR

A. With reasonable notice Lessor shall have the right to enter the demised premises at any reasonable hour to inspect the business records of Lessee, and Lessee shall make its books, accounts, and records available for such examination.

B. With reasonable notice and at reasonable times Lessor shall have the right to enter the premises to inspect the demised premises and make repairs, alterations, or modifications as may be required to fulfill Lessor's obligation under this Lease.

SECTION FIVE
TERM OF LEASE

The term of the lease shall be one (1) five (5) year term. The initial five (5) year term of the lease commences on January 1, 2014, and terminating five (5) years later on December 31, 2018.

SECTION SIX
SECURITY DEPOSIT

Lessee shall not be required to pay a security deposit.

SECTION SEVEN
RENT & LATE CHARGES

A. During the initial term, the base rent for approximately 3,774 square feet will be Three Thousand Six Hundred Dollars and No Cents (\$3,650.00) monthly or Forty Three Thousand Eight Hundred Dollars and No Cents (\$43,800.00) annually payable monthly in advance with no offsets.

It is agreed by and between the parties that Lessee agrees to commence the \$3,650.00 rental payment retroactive to January 1, 2014. It is also agreed that pursuant to the prior Lease Agreement executed October 7, 2008 that Lessee owed the sum of Nineteen Thousand Nine Hundred and Ninety Four Dollars and Zero Cents (\$19,994.00) as additional rent from the 2013 calendar year. It is further agreed that Lessee has been making payments toward the additional rent and that there has been a short fall in the 2014 rent by Lessee. The parties now agree that the payment schedule attached as Exhibit B is the payment schedule as prepared by the Lessee, sufficient to meet Lessee's business operations. Furthermore, the Lessee agrees to have all the 2013 additional rent paid by December 2014 and will have at the end of the 2014 calendar year a shortage as to the 2014 rent in the amount of \$8,250 all of which will be brought current by the Lessee by May 2015.

B. Lessee shall pay all Rent promptly, without: (i) prior demand; (ii) deductions or setoffs for any reason whatsoever; or (iii) relief from valuation and appraisal laws. Lessor may charge a late fee in the amount of ten percent (10%) of the payment due with respect to any Rent that is overdue by ten (10) days or more. The balance of any unpaid Rent shall accrue interest at the per annum rate of Eight Percent (8%). Lessor shall have no obligation to accept less than the full amount of any installment of Rent, together with any: (i) interest thereon; and (ii) charges hereunder; that are due and owing by Lessee to Lessor; provided that, if Lessor accepts less than the full amount owing, then Lessor may apply the sums received toward any of Lessee's obligations, in Lessor's discretion.

C. Lessee shall be responsible for taxes, insurance and basic maintenance of the premises, to-wit: the 3,774 sq. ft. The Lessor shall be responsible for the roof, foundations and exterior walls, and plate glass windows and mechanical equipment of the building, except Lessee is responsible for HVAC system. Lessee agrees to maintain and to regularly service the HVAC at its expense and pay any repairs or replacement costs.

Lessee shall be responsible for maintaining and cleaning plate glass windows, Lessee is responsible for all doors to the premises. Lessee shall be responsible for the maintenance and repairs of fixtures, equipment, windows except as noted above, and furniture utilized in the occupancy of said rental space.

SECTION EIGHT

DAMAGES

A. Lessee shall give notice to Lessor of damages caused by natural disasters, and Lessor shall repair the damages within sixty (60) days, during which time lessee shall be entitled to abatement on the rent. If more than sixty-six percent (66%) of the demised premises is destroyed by a natural disaster: (i) Lessee may cancel the Lease at its discretion; (ii) Lessor shall have the option of refusing to repair or replace the demised premises; and (iii) Lessee's duty to pay rental under this Lease Agreement shall terminate as of the date of the disaster, upon thirty (30) days written notice to Lessor, commencing from the date of the disaster.

B. Lessee shall be liable for the costs of all damages caused by the negligence of Lessee, and there will be no abatement of rent or termination of this Lease Agreement for resulting damages. This clause shall not be interpreted to discount or eliminate insurance coverage in effect for said damages.

SECTION NINE

UTILITIES

A. Lessee shall contract for all utility services required on the demised premises in the name of Lessee and shall be liable for payment for all utility services received. Lessee shall deliver to Lessor upon demand receipts or other satisfactory evidence of payment of all utilities. Notwithstanding anything to the contrary set forth herein, if there are utilities that are not separately metered to the demised premises, then Lessee shall reimburse Lessor for the cost of such utilities: (a) at the same rate as the rate that would be charged to Lessee by the applicable utility companies; and (b) based on usage or consumption of the utilities, as reasonably determined by Lessor.

B. Lessor shall arrange and grant all necessary easements to utility service suppliers to facilitate installation, maintenance, and repairing of utility service required by Lessee.

SECTION TEN

TAXES

Lessee shall pay all real property, personal property and business taxes and assessments and all license fees.

SECTION ELEVEN.
ASSIGNMENT AND SUBLEASE

Lessee shall not assign this Lease Agreement or sublet the demised premises to another party without the prior written consent of Lessor.

SECTION TWELVE
REPAIRS, ALTERATIONS, MODIFICATIONS & SIGNAGE

A. Except for repairs to be performed by Lessor pursuant to Subsection 12(B), Lessee, at its cost and expense, shall: (i) keep the demised premises, all improvements located in the demised premises, clean, neat, and safe, and in good order, repair, and condition, not inconsistent with other terms of this Lease, that Lessee shall make all repairs, alterations, additions, or replacements to the demised premises as may be required by any law, or by fire underwriters or underwriters' fire prevention engineers; (ii) keep all windows, window frames, doors, door frames, fixtures, skylights, and other locations clean and in good order, repair, and condition, and replace glass in the doors that may be damaged or broken with glass of the same quality; and (iii) paint and decorate the demised premises as necessary or appropriate to comply with the terms and conditions of this Subsection.

~~If it becomes necessary or appropriate to replace any equipment or~~
fixtures, then Lessee shall: (i) replace such equipment or fixtures with new or completely reconditioned equipment or fixtures; and (ii) repair all damage resulting from the replacement of such equipment or fixtures.

If Lessee fails to perform its obligations under this Subsection, then: (i) Lessor, at its option and without notice to Lessee, may perform such obligations on behalf of Lessee; and (ii) Lessee, within thirty (30) days after receipt of a written notice from Lessor, shall reimburse Lessor for the full amount of the costs and expenses incurred by Lessor in connection with performing such obligations.

B. Lessor, at its cost and expense, shall keep the foundations and roof of the demised premises in good order, repair and condition, and shall maintain the exterior walls of the demised premises in a structurally sound condition, except to the extent that there is damage caused by any act or omission of Lessee or its employees, agents, contractors, invitees, or licensees. Lessor shall commence repairs required to be made by it pursuant to this Subsection as soon as reasonably practicable after receipt of written notice from Lessee specifying the nature of the required repairs. Except as provided in this Subsection, Lessor shall not be obligated to make repairs, replacements, or improvements of any kind to or for the demised premises, or any trade fixtures or equipment contained therein, all of which such repairs, replacements, or improvements shall be the responsibility of Lessee.

C. Lessee's signs shall conform to the buildings standards and restrictions and be approved by the Lessor. The sign is expected to be consistent and similar to all other signs on the building. Furthermore, all signage shall comply with all state, city and county building codes, ordinances, rules and/or regulations.

SECTION THIRTEEN
OPTION TO RENEW

Lessee shall have the option to renew this Lease Agreement for one (1) additional term of Five (5) years.

The rental rate for the additional five (5) year terms shall be the present lease rate plus an additional ten percent (10%).

Lessee may exercise this option by giving written notice of intent to renew at least one-hundred and eighty (180) days prior to the expiration of this lease which will occur on December 31, 2018.

SECTION FOURTEEN
INSURANCE

Lessee shall provide liability insurance in the amount of Two Million Dollars (\$2,000,000.00) and shall name the Lessor as an additional insured. Lessor shall insure the structure of the building and shall provide liability insurance on the Lessor's property in an amount of at least \$2,000,000.00. The Lessee will reimburse the Lessor for their pro-rata share of the insurance premium.

SECTION FIFTEEN
BANKRUPTCY

Lessor shall have the option to immediately terminate this Lease Agreement if Lessee files for voluntary bankruptcy, is placed in receivership, or has involuntary bankruptcy proceedings instituted against it by creditors.

SECTION SIXTEEN
CONDEMNATION

A. This Lease Agreement shall terminate in the event of a total condemnation of the demised premises by an authorized governmental agency. A partial condemnation of the demised premises shall only terminate this Lease Agreement at the option of Lessor, but if Lessor elects to continue this Lease Agreement, Lessee shall be entitled to a partial abatement of rent proportionate to the loss of use in the demised premises suffered by Lessee.

B. Lessor shall be entitled to all consequential damages awarded as a result of any eminent domain proceedings.

SECTION SEVENTEEN
EXAMINATION OF PREMISES

A. Lessee shall examine the demised premises prior to execution of this Lease Agreement and shall acknowledge that the demised premises are in satisfactory condition at the time Lessee enters into possession. Lessee acknowledges that it takes the demised premises in its present condition "AS

IS" and had relied upon its own skill, judgment and knowledge in accepting same.

B. Lessor makes no representations to Lessee relating to the quality or condition of the demised premises except as specifically provided in this Lease Agreement.

SECTION EIGHTEEN **LIQUOR LICENSE**

Lessee acknowledges that it previously applied for a Municipal Riverfront Development Alcohol Beverage Permit, as established under Ind. Code § 7.1-3-20-16.1 and said license was issued 11/18/2009 under permit number RR0326314. Lessor agrees that in the event it becomes necessary for Lessee to make a new application or seek a modification of same, Lessor will cooperate with Lessee to the extent required by law with any licensing agency, state or local, to assist Lessee in retaining, modifying or reacquiring a like or similar Municipal Riverfront alcohol beverage permit or license.

SECTION NINETEEN **PARKING**

Lessee shall be entitled to two (2) reserved parking spaces in the adjoining parking garage owned by Lessor at the current rate for said parking space. Lessee shall execute any and all contracts or documents necessary to lease said parking spaces as required by the on-site parking garage management company or the Lessor's designee. Said parking space lease shall be exercised at the time of execution of the Lease.

SECTION TWENTY **DEFAULT AND REMEDIES**

A. Each of the following shall be deemed to be a default by Lessee:

- (i) Lessee's failure to pay any amount of Rent when due;
- (ii) Lessee's failure to observe or perform any term or condition of this Lease to be observed or performed by Lessee with respect to insurance, and the continuance of such failure for fifteen (15) days after written notice;
- (iii) Lessee's failure to observe or perform any other substantial term or condition of this Lease to be observed or performed by Lessee, and the continuance of such failure for 15 days after Lessor delivers written notice to Lessee of such failure;
- (iv) The sale of Lessee's leasehold interest;
- (v) The adjudication of Lessee as a bankrupt or insolvent;

(vi) The making by Lessee of a general assignment for the benefit of creditors;

(vii) The appointment of a receiver for Lessee's property, if such appointment is not vacated or set aside within thirty (30) days from the date of such appointment;

(viii) The appointment of a trustee or receiver for Lessee's property in a reorganization, arrangement, bankruptcy, or other insolvency proceeding, if such appointment is not vacated or set aside within thirty (30) days from the date of such appointment;

(ix) Lessee's filing of a voluntary petition in bankruptcy or for reorganization or arrangement, or the filing of an involuntary petition in bankruptcy or for reorganization or arrangement against Lessee, if such involuntary petition is not vacated within thirty (30) days after the filing thereof; or

(x) Lessee's filing of an answer admitting bankruptcy or insolvency or agreeing to reorganization or arrangement.

B. In the event of any default by Lessee, Lessor, in addition to any other rights or remedies available to it at law or in equity, and without further notice or demand may exercise the following rights and remedies;

(i) terminate this Lease;

(ii) exercise its rights under Indiana Law or Section Twenty-One; with the exception that rental obligation may not be accelerated;

(iii) if Lessee has failed to perform any of its obligations under this Lease, enjoin the failure or specifically enforce the performance of such obligation;

(iv) if Lessee has failed to perform any of its obligations under this Lease, other than the obligation to pay Rent, perform the obligation that Lessee has failed to perform (entering upon the Premises for such purpose, if necessary); provided that the performance by Lessor of such obligation shall not be construed either as a waiver of the default of Lessee or of any other right or remedy of Lessor with respect to such default or as a waiver of any term or condition of this Lease; or

(v) immediately re-enter, and take possession of, the Premises as permitted by the Laws, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and expense, and for the account, of Lessee, all in compliance with the Laws;

SECTION TWENTY-ONE
HOLDING OVER

Lessee shall acquire no additional rights, title, or interest to the demised premises by holding the demised premises after termination or expiration of this Lease Agreement. Lessee shall be subject to legal action by Lessor to obtain the removal of Lessee in the event of any such holding over. The acceptance by Lessor of any rents during the holdover period shall not effectuate, cause or be construed as an extension or renewal of this lease or consent to same by Lessor.

SECTION TWENTY-TWO
SURRENDER PREMISES

A. Lessee shall promptly surrender Premises to Lessor upon the expiration of the Lease. Any occupancy of the Lessee in the Premises after the expiration of the Lease, without any written agreement to the contrary, shall be on such terms and conditions as agreed to at the time by Lessor at 150% of lease rent for three (3) months, then 200% for any additional month.

B. Lessee shall return the Premises in a "white box" condition to Lessor upon the expiration of the Lease, meaning finished floors, ceiling, plumbing, restrooms, venting, HVAC, electrical wiring, anything permanently affixed to the building.

C. At the conclusion of said Lease. Lessee shall have the right to remove all equipment, furniture and personal property used in the operation of the restaurant except for property which shall be classified as fixtures.

SECTION TWENTY-THREE
REMEDIES FOR LESSOR

Any and all remedies provided to Lessor for the enforcement of the provisions of this Lease Agreement are cumulative and not exclusive, and Lessor shall be entitled to pursue either the rights enumerated in this Lease Agreement or remedies authorized by law, or both.

SECTION TWENTY-FOUR
WAIVERS

Waiver by Lessor of any breach of any covenant or duty of Lessee under this Lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

SECTION TWENTY-FIVE
GOVERNING LAW

This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

SECTION TWENTY-SIX
ENTIRE AGREEMENT

This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

SECTION TWENTY-SEVEN
MODIFICATION OF AGREEMENT

Any modification of this Lease Agreement or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

SECTION TWENTY-EIGHT
BINDING EFFECT

This Lease Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

SECTION TWENTY-NINE
TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this Lease Agreement.

SECTION THIRTY
SECTION HEADINGS

The titles to the sections and paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease Agreement.

SECTION THIRTY-ONE
CONFIDENTIALITY CLAUSE

It is agreed that any financial information that Lessee chooses to share with the Lessor shall remain privileged and confidential information of the Lessee and Lessor agrees not to disclose same. However, it is specifically agreed, that Lessee is leasing a space owned by a municipality and any and all information shared with the municipality, its agents or assigns may, under certain circumstances, be subject to public disclosure

SECTION THIRTY-TWO
MISCELLANEOUS

A. It is agreed that this Lease will be available to the public because the Lessor is a public entity and Lessee acknowledges that any and all information contained herein and any and all activities under the terms of this Lease Agreement will likewise be subject to public disclosure as may be set forth in this Lease.

B. The rights and remedies of Lessor and Lessee hereunder shall be cumulative, and no one of them shall be deemed or construed as exclusive of any other right or remedy hereunder, at law, or in equity. The exercise of any one such right or remedy by Lessor or Lessee shall not impair its standing to exercise any other such right or remedy.

C. Nothing contained herein shall be deemed or construed by Lessor and Lessee, or by any third party, as creating between Lessor and Lessee any relationship other than the relationship of Lessor and Lessee.

D. The invalidity or unenforceability of any particular term or condition of this Lease shall not affect the terms and conditions, and this Lease shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein.

E. If Lessor breaches any obligation of reasonableness, then the sole remedy of Lessee shall be an action for specific performance or injunction to enforce the obligation, and Lessee shall not be entitled to any monetary damages for, or in connection with, a breach of such obligation, unless the breach is willful or in bad faith, in which event Lessee shall be entitled to all remedies available to it at law or in equity.

F. No waiver of any term or condition, or of the breach of any term or condition, of this Lease shall be deemed either to constitute a waiver of any subsequent breach of such term or condition, or to justify or authorize a non-observance upon any occasion of such term or condition, or any other term or condition, and the acceptance of Rent by Lessor at any time when Lessee is in default of any term or condition shall not be construed as a waiver of such default or of any right or remedy of Lessor on account of such default.

G. No payment by Lessee or receipt by Lessor of a lesser amount than the Rent due hereunder shall be deemed to be other than on account of the Rent first due hereunder. No endorsement or statement on any check or letter accompanying any check or payment of Rent shall be deemed to be an *Accord And Satisfaction*, and Lessor may accept any such check or payment without prejudice to the right of Lessor to recover the balance of such Rent or to pursue any other right or remedy.

H. This Lease may be executed in separate counterparts, each of which when so executed shall be an original, but all of which together shall constitute but one and the same instrument.

I. Each person executing this Lease represents and warrants that:
(i) he or she has been authorized to execute and deliver this Lease by the

entity for which he or she is signing; and (ii) this Lease is the valid and binding agreement of such entity, enforceable in accordance with its terms.

J. Whenever in this Lease a singular word is used, it also shall include the plural wherever required by the context and vice versa. The captions of this Lease are for convenience only and do not in any way limit or alter the terms and conditions of this Lease. All references in this Lease to periods of days shall be construed to refer to calendar, not business days, unless business days are specified. All Exhibits in this Lease are attached hereto and incorporated herein by reference.

K. The return of any payment (check or WEB ACH) will result in the assessment of a per payment service charge against the issuer's account (or against the account on whose behalf the payment was presented). The returned payment service charge is Thirty-Five Dollars (\$35.00) or five percent (5%) of the payment, whichever is greater, not to exceed Two Hundred Fifty Dollars (\$250.00). In the event of a returned check or ACH transaction, the service charge and delinquent payment must be paid in person and by cashier's check, money order, or cash. Two or more dishonored payments will result in requirement that all future payments be made with guaranteed funds (cashier's check, money order, or cash). Checks or Web ACH payments used to relieve an encumbrance which are subsequently returned by the financial institution will automatically result in the requirement that all future payments be made with guaranteed funds.

~~Each party to this Lease Agreement has caused it to be executed on the date indicated below.~~

ENTERED INTO THIS _____ DAY OF _____ 2014.

LESSOR:

CITY OF COLUMBUS
REDEVELOPMENT COMMISSION

By: _____

Kristen Brown, President

LESSEE:

MAIANI RESTAURANT GROUP, INC.

By: Robin Maiani

Robin Maiani

TITLE: Member
Maiani Restaurant Group, Inc.
d/b/a Bistro 310

GUARANTY OF LEASE

In consideration of and as an inducement to City of Columbus Redevelopment Commission having its principal place of business at 123 Washington Street, Columbus, Indiana 47201 to enter into the particular Lease Agreement dated _____ (the "Lease"), between City of Columbus Redevelopment Commission (hereinafter "Redevelopment" or "Lessor") and Maiani Restaurant Group, Inc. d/b/a Bistro 310 (hereinafter "Bistro" or "Lessee"), the Columbus Redevelopment Commission relies on this guaranty of the Lease by Robin Maiani ("Guarantors").

Guarantor unconditionally guarantees the due and punctual payment of all rent, both basic and penalties additional, if any (as defined in the Lease), and all other sums due, including interest and penalties, and to be paid by Lessee pursuant to the Lease and the performance by Lessee of all the terms, conditions, covenants and agreements of the Lease, and guarantor agrees to pay all of Lessor's costs, expenses and reasonable attorney fees incurred in enforcing the covenants and agreements of Lessee in the Lease or incurred by Lessor in enforcing this guaranty, defined and pursuant to Section 24(B) within the Lease Agreement.

Guarantor waives notice of the acceptance of this agreement, presentment, protest, notice of protest and any and all demands for performance or any and all notices of non-performance that might otherwise be a condition precedent to the liability of guarantor under this guaranty and guarantors agree that Lessor may proceed directly against guarantors, without first proceeding or making claim or exhausting any remedy against Lessee or any particular remedy or remedies available to Lessor.

Guarantor agrees that, without releasing, diminishing or otherwise affecting the liability of guarantors or the performance of any obligation contained in this guaranty and without affecting the rights of Lessor, Lessor may, at any time and from time to time, and without notice to or further consent of guarantors:

- A. Make any agreement extending or reducing the term of the sublease or otherwise altering the terms of payment of all or any part of the rent, or granting an indulgences with respect these matters, or modifying or otherwise dealing with the Lease;
- B. Exercise or refrain from exercising or waiving any right Lessor might have;
- C. Accept security of any kind from Lessee;
- D. Consent to any assignment or subletting in accordance with the Lease by Lessee, its successors and assigns, made with or without notice to guarantors; and
- E. Consent to a changed or different use of the leased premises (as defined in the Lease). Guarantor agrees that in the event of any one of the following:

- A. Lessee shall become insolvent or shall be adjudicated bankrupt;
- B. Lessee shall file a petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code;
- C. A petition for reorganization, arrangement or similar relief under any present or future provision of the Bankruptcy Code filed by creditors of Lessee shall be approved by a court;
- D. Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future federal or state law; or
- E. A receiver of all or part of Lessee's property and assets is appointed by any state or federal court, and in any such proceeding the Lease shall be terminated or rejected or the obligations of Lessee under the sublease shall be modified, then guarantors will immediately pay to Lessor, or its successors or assigns (i) an amount equal to all rent accrued to the date of the termination, rejection or modification, plus (ii) an amount equal to the then cash value of all rent which would have been payable under the Lease for the unexpired portion of the demised term, less the then cash rental value of the leased premises for the unexpired portion of the term, ~~together with interest on the amounts designated (i) and (ii)~~ above the highest rate then payable in the state in which the leased premises are located or, in the absence of a maximum rate, at the rate of 8% per annum from the date of the termination, rejection or modification to the date of payment.

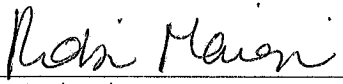
Neither guarantor's obligation to make payment in accordance with the terms of this agreement nor any remedy for the enforcement of this agreement shall be impaired, modified, changed, released or limited in any manner by any impairment, modification, change, release or limitation of the liability of Lessee or its estate in bankruptcy or of any remedy for the enforcement resulting from the operation of any present or future provision of the federal Bankruptcy Code or from the decision of any court.

This Guaranty of Lease shall bind the successors and assigns of the guarantors and inure to the benefit of the successors and assigns of the Lessor (including any assignee of the Lease, which may be assigned as additional security for a loan).

If guarantor execute this guaranty agreement as a corporation, each of the persons executing this guaranty agreement on behalf of guarantor covenant and warrant that: (a) guarantor is a duly authorized and existing corporation; (b) guarantor has and is qualified to do business in the State of Indiana; (c) the corporation has full right and authority to enter into this guaranty agreement; and (d) each person signing on behalf of the corporation was authorized to do so.

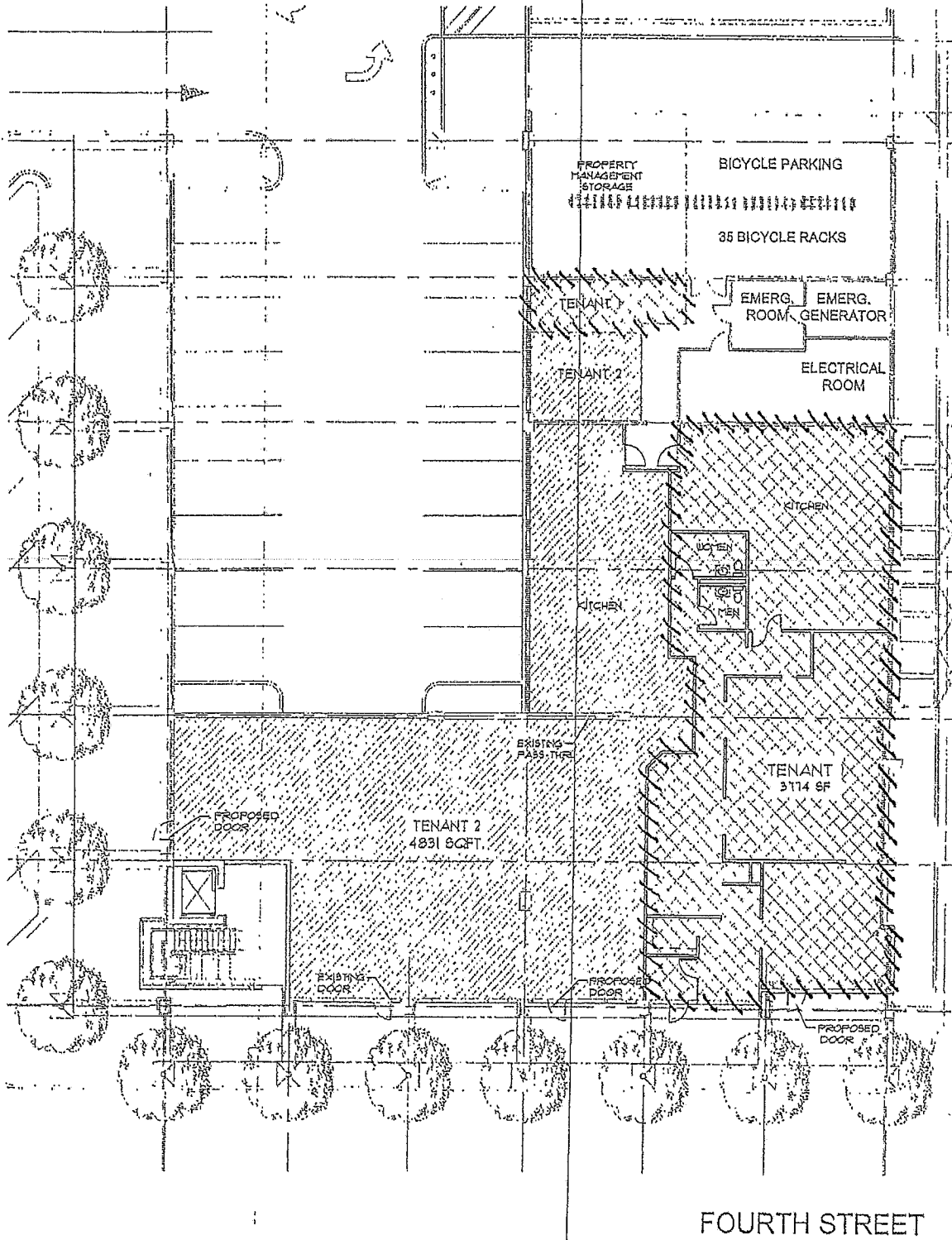
This guaranty shall not be revoked during the initial five (5) year term of the Lease without mutual consent. Subsequently, if the Lease is renewed on the same terms, this guaranty shall remain in full force and effect.

Guarantor has executed this guaranty agreement on this ____ day of _____, 2014.



Robin Maiani

EXHIBIT A



SYNTHESIS INCORPORATED
250 E. MAIN STREET
SUITE 200
COLUMBUS, OH 43215
PH: 614.461.0000
FAX: 614.461.0001
www.synthesis.com

Columbus Redevelopment Commission

Tenant Space Plan

September 03, 2003
051-0002.1 & 051-0002.2

EXHIBIT B

Bistro Payment History - Base Rent & 2013 Additional Rent

Base Rent is \$3,650 /mo effective 1/1/2014

2013 Additional Rent is \$19,644

Actual Payments Current through July 2014

Projections are in **blue**

Year	Month	Base Rent	Payment	Shortage of Base Rent	2013 Additional Rent Payment
2014	Jan	3,650.00	2,000.00	(1,650.00)	-
	Feb	3,650.00	2,000.00	(1,650.00)	-
	Mar	3,650.00	2,000.00	(1,650.00)	1,964.40
	Apr	3,650.00	2,000.00	(1,650.00)	1,964.40
	May	3,650.00	2,000.00	(1,650.00)	1,964.40
	Jun	3,650.00	3,600.00	(50.00)	1,964.40
	Jul	3,650.00	3,700.00	50.00	1,964.40
	Aug	3,650.00	3,650.00	0.00	1,964.40
	Sep	3,650.00	3,650.00	0.00	1,964.40
	Oct	3,650.00	3,650.00	0.00	1,964.40
	Nov	3,650.00	3,650.00	0.00	1,964.40
	Dec	3,650.00	3,650.00	0.00	1,964.40
	Totals	43,800.00	35,550.00	(8,250.00)	19,644.00

Year	Month	Base Rent	Payment	Shortage of Base Rent	Base Rent Make Up from 2014
2015	Jan	3,650.00	3,650.00	0	1,650.00
	Feb	3,650.00	3,650.00	0	1,650.00
	Mar	3,650.00	3,650.00	0	1,650.00
	Apr	3,650.00	3,650.00	0	1,650.00
	May	3,650.00	3,650.00	0	1,650.00
	Jun	3,650.00			
	Jul	3,650.00			
	Aug	3,650.00			
	Sep	3,650.00			
	Oct	3,650.00			
	Nov	3,650.00			
	Dec	3,650.00			
	Totals	43,800.00			